

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you currently or previously owned or leased a certain Audi brand vehicle, listed below, in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Jeni Rieger, et al. v. Volkswagen Group of America, Inc., et al.* Civil Action No. 1:21-cv-10546-NLH-MJS (the “Action” or “Lawsuit”). The parties have agreed to a class settlement of the Action and have asked the Court to approve the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. Why you received this notice, and what the Lawsuit and settlement benefits are.

According to records, you are a current or past owner or lessee of a certain specific Audi vehicle of the following models/model years, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”):

- Certain MY2012-2014 Audi A4*
- Certain MY2012-2014 Audi A5*
- Certain MY2012-2014 Audi A6*
- Certain MY2012-2014 Audi Q5*
- Certain MY2011-2014 and 2016-2017 Audi TT*
- Certain MY2015-2017 Audi A3*

*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN, where indicated, in the VIN Lookup Portal on the Settlement website at www._____.com.

A Settlement Class Member is defined as a current or past owner or lessee of a Settlement Class Vehicle.

The Lawsuit claims that there was a defect that caused excessive oil consumption in some Settlement Class Vehicles, sometimes requiring repair. VWGoA denies the claims and maintains that the engines in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either

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party. Instead, the Lawsuit has been resolved through a Settlement under which eligible Settlement Class Members who qualify may obtain the following benefits:

I. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles

Effective on _____, 2023 [the “Notice Date”], VWGoA will extend the New Vehicle Limited Warranties (NVLWs) to cover 75% of the cost of repair (parts and labor), by an authorized Audi dealer, of the following during a period of up to nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service Date:

(1) for Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a diagnosed condition of excessive oil consumption by an authorized Audi dealer, as confirmed by an authorized Audi dealer’s oil consumption test,¹ or

(2) for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only – a diagnosed condition of a fractured piston by an authorized Audi dealer.

As to all Settlement Class Vehicles, the Warranty Extension is conditioned upon the Settlement Class Member providing, to the dealer, Proof of Adherence to Maintenance Requirements.

The Warranty Extension shall also cover a percentage (as set forth in the Sliding Scale below) of the cost of repair (parts and labor), by an authorized Audi dealer, of a diagnosed condition of engine damage which was directly caused by excessive oil consumption (for Audi A4, A5, A6, Q5, and Model Year 2012-2014 Audi TT Settlement Class Vehicles only), or a diagnosed condition of engine damage other than to a piston which was directly caused by a fractured piston (for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only), during the aforesaid period of nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the applicable Settlement Class Vehicle’s In-Service Date, subject to (i) the Proof of Adherence to Maintenance Requirements, and (ii) the following Sliding Scale percentages of coverage which are based upon the age and mileage of the Settlement Class Vehicle at the time of such repair:

Time from In-Service Date	Less than 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 90,000 miles
4 years or less	100%	70%	60%	50%
4-5 years	70%	60%	50%	40%
5-6 years	60%	50%	40%	35%
6-7 years	50%	40%	35%	30%
7-9 years and “Timed-Out” Settlement Class Vehicles within 70-Days after Notice Date	40%	35%	30%	25%

The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle’s original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

¹ If an oil consumption repair is performed under the warranty extension, then the cost of the oil consumption test that led to said repair shall likewise be covered at the same percentage (75%) as provided under the warranty extension.

The Warranty Extension shall not cover or apply to excessive oil consumption, piston damage or breakage, or engine damage, resulting from abuse, modification or alteration of parts, absence/lack of sufficient oil maintenance (i.e., absence/lack of oil changes performed with the use of the correct Audi recommended oil and within a 10% variation of each time and mileage oil maintenance interval), a collision or crash, vandalism and/or other impact, damage from an outside source, and/or lack of or improper maintenance with respect to other items that caused or contributed to the damage or need for repair.

If a Settlement Class Vehicle's Warranty Extension time period from the In-Service Date has already expired as of the Notice Date, then for that Settlement Class Vehicle only, the Warranty Extension time and mileage limitations shall be for a period of up to seventy (70) days after the Notice Date or ninety-thousand (90,000) miles from the Settlement Class Vehicle's In-Service Date (whichever occurs first), subject to the same conditions and limitations set forth above.

II. Reimbursement for a Percentage of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses for a Repair to Address Excessive Oil Consumption or Fractured Piston(s) of a Settlement Class Vehicle

If, prior to _____, 2023 [the "Notice Date"] and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) from the vehicle's In-Service Date, a Settlement Class Member paid for a repair:

- (i) for Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a diagnosed condition of excessive oil consumption as confirmed by an authorized Audi dealer's oil consumption test, or
- (ii) for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only - a diagnosed condition of a fractured piston(s).

he/she/it may submit a Claim to receive a seventy-five percent (75%) reimbursement of the paid invoice amount for the repair (parts and labor), limited to one (1) repair per Settlement Class Vehicle, in accordance with the proof requirements and limitations in Sections IV and V below. However, if said repair or replacement was performed by a service center or facility that is not an authorized Audi dealer, then the paid invoice amount of the repair (parts and labor), from which the Settlement Class Member may receive a percentage of reimbursement, shall be limited to a maximum of \$3,700.00 for a repair to address a condition of excessive oil consumption, and \$9,000 for a repair to address a diagnosed fractured piston. So, for example, if a repair to address a diagnosed condition of excessive oil consumption was performed at a facility that is not an authorized Audi dealer, and the invoice amount is more than \$3,700, the 75% reimbursement will be applied to \$3,700 for a reimbursement amount of \$2,775.

The above relief is subject to certain limitations and proof requirements which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at www._____.com.

III. Reimbursement for a Percentage of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses for Repair of Engine Damage of a Settlement Class Vehicle Directly Caused by a Excessive Oil Consumption or Fractured Piston

If, prior to _____, 2023 [the "Notice Date"] and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, a Settlement Class Member paid for a repair of engine damage that was directly caused by excessive oil consumption, he/she/it may submit a Claim to receive a percentage of reimbursement of the paid invoice amount for the repair or replacement (parts and labor), limited to one (1) repair or replacement per Settlement Class Vehicle, in accordance with (i) the proof requirements and limitations in Sections IV and V below, and (ii) the following percentage limits of coverage which are based upon the age and mileage of the vehicle at the time of said repair or replacement:

Time from In-Service Date	Less than 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 90,000 miles
4 years or less	100%	70%	60%	50%

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4-5 years	70%	60%	50%	40%
5-6 years	60%	50%	40%	35%
6-7 years	50%	40%	35%	30%
7-9 years	40%	35%	30%	25%

However, if the Settlement Class Vehicle's engine was repaired or replaced by a service center or facility that is not an authorized Audi dealer, the maximum invoice amount, to which the applicable sliding scale percentage of coverage above will be applied, shall be \$12,000.00. Thus, for example, if the invoice amount for the engine repair exceeds \$12,000, the applicable sliding scale percentage will be applied to \$12,000.

IV. Required Proof :

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Sections II and III above, Settlement Class Members must comply with the following requirements:

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must mail to the Claim Administrator, by first-class mail post-marked no later than _____, 2023 [75 days after "Notice Date"], a fully completed, signed and dated Claim Form, a copy of which accompanies this Notice and is also available at www._____.com, together with all required documentation listed below.

1. An original or legible copy of a repair invoice(s) or record(s) documenting the repair covered under the Settlement and containing the claimant's name, the make, model and vehicle identification number ("VIN") of the Settlement Class Vehicle, the name and address of the authorized Audi dealer or non-dealer service center that performed the repair, the date of repair, the Settlement Class Vehicle's mileage at the time of repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the repair covered under the Settlement. If reimbursement is sought for repair/replacement of a damaged or failed engine directly caused by excessive oil consumption or fractured piston under the terms of this Settlement, in addition to the proof requirements above, the Proof of Repair Expense must also show that the engine damage or failure that required repair/replacement was directly caused by a excessive oil consumption or piston fracture. If you opt to send an original document, please make and retain a copy for yourself.

2. Proof of the Settlement Class Member's payment for the repair covered under the Settlement;

3. Documents or records evidencing the Settlement Class Member's adherence to those aspects of the Settlement documents or records evidencing the Settlement Class Member's adherence to the oil maintenance aspects of the Settlement Class Vehicle's maintenance schedule set forth in the Warranty and Maintenance Booklet during the time he/she/it owned and/or leased the vehicle up to the date/mileage of the repair or replacement, within a variance of ten percent (10%) of each scheduled time/mileage oil maintenance interval. If, however, the Settlement Class Member is unable to obtain said documents or records despite a good faith effort to obtain them, the Settlement Class Member may submit a Declaration, signed under penalty of perjury, detailing: (i) the good faith efforts that were made to obtain the records including why the records are not available, and (ii) attesting to adherence to the oil maintenance aspects of the vehicle's maintenance schedule during the time he/she/it owned or leased the vehicle, up to the date/mileage of the replacement/repair, within the ten percent (10%) variance set forth above. A form Declaration can be downloaded at the Settlement website: www._____.com.

B. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim shall contain proof that the claimant is a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

V. Limitations:

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A. Any reimbursement pursuant to this Settlement shall be reduced by the amount of any payment, concession, goodwill accommodation, or discount(s) already received from any source (including VWGoA, an Audi dealer, an insurer, service contract provider, or extended warranty provider, or any other person or entity) for all or part of the amount of the repair that is the subject of the Claim for Reimbursement.

B. If, within the Settlement Class Vehicle's original NVLW time and mileage period, the past paid repair for which reimbursement is sought was performed by a service entity or facility that is not an authorized Audi dealer, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the Proof of Repair Expense and Proof of Adherence to Maintenance Requirements, documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the said repair performed by an authorized Audi dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

C. Any repair that was due to misuse, abuse, accident, crash, racing, improper operation, lack of or improper maintenance, and/or damage from an external source, does not qualify for reimbursement.

D. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at an independent service center.

E. Any replacement parts will be subject to the warranty terms and conditions accompanying replacement parts. The Settlement does not modify the terms, conditions, restrictions, or limitations of that warranty.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle in the United States of America and Puerto Rico. (The Settlement Class Vehicles are discussed in Section 1 above).

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents, and representatives of VWGoA, and their family members; (c) any affiliate, parent, or subsidiary of VWGoA and any entity in which VWGoA has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of final approval of the Settlement, settled with and released VWGoA or any Released Parties from any Released Claims; and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class (see Section 10 below).

4. I'm still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can enter your VIN in the VIN look-up Portal at www._____.com to determine if your vehicle is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-____-____-____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided in the next three sections.

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent prior to the Notice Date (date of this Notice) if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

7. How do I send in a Claim for reimbursement?

To submit a Claim for reimbursement, you must do the following no later than _____, 2024 [75-days after Notice Date] :

- A. Complete, sign under penalty of perjury, and date a Claim Form. (There is one enclosed with this Class Notice, and you can also download one at www._____.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Mail the completed, signed, and dated Claim Form, together with your supporting documentation (i.e., repair record[s], receipts, proof of payment, proof of maintenance, etc.) by First-Class mail, post-marked no later than _____, 2024 [75-days after Notice Date], to the Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the “Effective Date”), whichever is later. The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www._____.com.

If the Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your Claim, and what needs to be submitted, and by when, to correct the deficiency. To check on the status of your Claim, you can call 1-____-____-____.

9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement. It also means that all of the Court’s orders and judgments will apply to

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you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement, a copy of which is available for review on the settlement website, www._____.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail post-marked no later than _____, 2024 [30-days after “Notice Date”], stating clearly that you want to be excluded from the Settlement. You must include in the Request for Exclusion your full name, address, telephone number; the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, post-marked no later than _____, 2024 [30-days after “Notice Date”], to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	RUSSEL D. PAUL, ESQ. BERGER MONTAGUE PC 1818 MARKET STREET, SUITE 3600 PHILADELPHIA, PA 19103	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you timely submit your request to be excluded by U.S. mail, you will not receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

11. If I don’t exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or any of the Released Claims in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

12. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firms of Berger Montague PC, Capstone APC and the Ladah Law Firm as “Class Counsel” to represent Settlement Class Members.

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”) in an amount not exceeding a combined total sum of \$2,200,000.00. VWGoA has agreed not to oppose Class Counsel’s application for Fees and Expenses to the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum.

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Class Counsel will also apply to the Court for service awards, in the amount of \$5,000 each, to the Settlement Class Representatives Tom Garden, Carrie Vassel, Karen Burnaugh, Grant Bradley, Clydiene Francis, Ada and Angeli Gozon (who will collectively receive a single \$5,000 service award), Peter Lowegard, and Patricia Hensley, for their efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service awards to Settlement Class Representatives, will be paid separately by Defendant and will not reduce any benefits available to you or the rest of the Settlement Class under the Settlement. You won't have to pay these Fees and Expenses.

Class Counsel's motion for fees and expenses and Settlement Class Representative service awards will be filed by _____, and a copy will be made available for review at www._____.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's requests for Fees and Expenses and Settlement Class Representative service awards. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

- i. File your written objection or comment, and any supporting papers or materials, on the Court's docket for this case, *Jeni Rieger, et al. v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10546-NLH-MJS, via its electronic filing system, no later than _____, 2024 [30-days after "Notice Date"], or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the United States District Court for the District of New Jersey, 4th & Cooper Streets, Camden, New Jersey 08101, no later than _____, 2024 [30-days after "Notice Date"], or
- iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than _____, 2024 [30-days after "Notice Date"]:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
HON. Noel L. Hillman UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY 4 th & Cooper Streets, Room 1050 Camden, NJ 08101	RUSSEL D. PAUL, ESQ. BERGER MONTAGUE PC 1818 MARKET STREET, SUITE 3600 PHILADELPHIA, PA 19103	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards in *Jeni Rieger, et al. v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10546-NLH-MJS, and must include your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); a written statement of all your factual and legal grounds for objecting; copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; and the name, address, and telephone number of any counsel representing you. Any Settlement Class Member objecting to the Settlement must also provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the

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docket number, or affirmatively state that the Settlement Class Member or his/her counsel has not objected to any other class action settlement in the United States in the previous five (5) years, in the written materials provided with the objection.

Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the Settlement Class Member must, by the objection deadline of _____, 2024 [30-days after “Notice Date”], file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who does not submit a written comment on, or objection to, the proposed Settlement or the application of Class Counsel for service awards or attorneys’ Fees and Expenses in accordance with the deadline and procedure set forth herein, shall waive his/her right to do so, and to appeal from any order or judgment of the Court concerning this Action.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Settlement Agreement and Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at _____ a.m. on _____, before the Honorable Noel H. Hillman, United States District Judge, United States District Court for the District of New Jersey, 4th & Cooper Street, Camden, New Jersey 08101, to determine whether the Settlement should be finally approved. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel’s application for Fees and Expenses and service awards to the Settlement Class Representatives. The date of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court’s PACER site to confirm that the date has not changed.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court’s permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 of this Class Notice, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Jeni Rieger, et al. v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10546-NLH-MJS. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member’s counsel) intends to present to the Court in connection with the Fairness Hearing.

You must file your Notice of Intention to Appear with the Clerk of the Court and serve upon all counsel designated in the Class Notice, by the objection deadline of _____, 2024 [30-days after “Notice Date”]. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, including all orders, judgements and the release of claims set forth in the Settlement.

MORE INFORMATION

22. Where can I get more information?

Visit the website at www._____.com where you can look up your vehicle’s VIN to determine if it is Settlement Class Vehicle, find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claim Administrator at 1-____-____-____ or email [INSERT EMAIL ADDRESS].

Questions? Call 1-____-____-____ or visit www._____.com